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Schedules

SCHEDULE - A

(See Clauses 2.1 and 8.1)

SITE OF THE PROJECT

1. The Site

- 1.1 Single/Intermediate lane shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- 1.2 The dates of handing over Right of Way to the Contractor are specified in the Annex-II of this Schedule A.
- 1.3 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2.1 of this Agreement.
- 1.4 The alignment plans of the Project Highway are specified in Annex-III. In the case of sections where no modification in the existing alignment of the Project Highway is contemplated, the alignment plan has not been provided. Alignment plans have only been given for sections where the existing alignment is proposed to be upgraded. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The contractor, however, improve/upgrade the Road Profile as indicated in Annexure-III based on site/design requirement.
- 1.5 The status of the environment clearances obtained or awaited is given in Annex - IV.

Annexure - I

(Schedule-A)

Site

Note: Through suitable drawings and description in words, the land, buildings, structures and road works comprising the Site shall be specified briefly but precisely in this Annex-I. All the chainages/location referred to in Annex-I to Schedule A shall be existing chainages.

1. Site

The Site of the single/intermediate lane Project Highway comprises the section of National Highway -4 after Chidiyatapu at Km 0.00 to Beodnabad at Km 12.0 in the Union Territory of Andaman & Nicobar Islands. The land, carriageway and structures comprises the Site are described below.

2. Land

The Site of the Project Highway comprises the land (sum total of land already in possession and land to be possessed) as described below:

Land Details

S.No.	Chainage(km)	Existing ROW (in M)			Remarks
		Left Side	Right Side	Total ROW	
1	0.000	6.0	6.0	12.0	
2	0.100	6.0	6.0	12.0	
3	0.200	6.0	6.0	12.0	
4	0.300	6.0	6.0	12.0	
5	0.400	6.0	6.0	12.0	
6	0.500	6.0	6.0	12.0	
7	0.600	6.0	6.0	12.0	
8	0.700	6.0	6.0	12.0	
9	0.800	6.0	6.0	12.0	
10	0.900	6.0	6.0	12.0	
11	1.000	6.0	6.0	12.0	
12	1.100	6.0	6.0	12.0	
13	1.200	6.0	6.0	12.0	
14	1.300	6.0	6.0	12.0	
15	1.400	6.0	6.0	12.0	
16	1.500	5.0	5.0	10.0	
17	1.600	5.0	5.0	10.0	
18	1.700	5.0	5.0	10.0	

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

S.No.	Chainage(km)	Existing ROW (in M)			Remarks
		Left Side	Right Side	Total ROW	
19	1.800	5.0	5.0	10.0	
20	1.900	5.0	5.0	10.0	
21	2.000	5.5	5.5	11.0	
22	2.100	5.5	5.5	11.0	
23	2.200	5.5	5.5	11.0	
24	2.300	5.5	5.5	11.0	
25	2.400	5.5	5.5	11.0	
26	2.500	7.5	7.5	15.0	
27	2.600	7.5	7.5	15.0	
28	2.700	7.5	7.5	15.0	
29	2.800	7.5	7.5	15.0	
30	2.900	7.5	7.5	15.0	
31	3.000	7.5	7.5	15.0	
32	3.100	7.5	7.5	15.0	
33	3.200	7.5	7.5	15.0	
34	3.300	7.5	7.5	15.0	
35	3.400	7.5	7.5	15.0	
36	3.500	6.0	6.0	12.0	
37	3.600	6.0	6.0	12.0	
38	3.700	6.0	6.0	12.0	
39	3.800	6.0	6.0	12.0	
40	3.900	6.0	6.0	12.0	
41	4.000	7.5	7.5	15.0	
42	4.100	7.5	7.5	15.0	
43	4.200	7.5	7.5	15.0	
44	4.300	7.5	7.5	15.0	
45	4.400	7.5	7.5	15.0	
46	4.500	8.0	8.0	16.0	
47	4.600	8.0	8.0	16.0	
48	4.700	8.0	8.0	16.0	
49	4.800	8.0	8.0	16.0	
50	4.900	8.0	8.0	16.0	
51	5.000	6.0	6.0	12.0	
52	5.100	-	-	-	
53	5.200	-	-	-	

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

S.No.	Chainage(km)	Existing ROW (in M)			Remarks
		Left Side	Right Side	Total ROW	
54	5.300	-	-	-	
55	5.400	-	-	-	
56	5.500	-	-	-	
57	5.600	-	-	-	
58	5.700	-	-	-	
59	5.800	-	-	-	
60	5.900	-	-	-	
61	6.000	-	-	-	
62	6.100	-	-	-	
63	6.200	-	-	-	
64	6.300	-	-	-	
65	6.400	-	-	-	
66	6.500	-	-	-	
67	6.600	-	-	-	
68	6.700	-	-	-	
69	6.800	-	-	-	
70	6.900	-	-	-	
71	7.000	-	-	-	
72	7.100	-	-	-	
73	7.200	-	-	-	
74	7.300	-	-	-	
75	7.400	-	-	-	
76	7.500	-	-	-	
77	7.600	-	-	-	
78	7.700	-	-	-	
79	7.800	-	-	-	
80	7.900	-	-	-	
81	8.000	-	-	-	
82	8.100	-	-	-	
83	8.200	-	-	-	
84	8.300	-	-	-	
85	8.400	-	-	-	
86	8.500	7.0	7.0	14.0	
87	8.600	7.0	7.0	14.0	
88	8.700	7.0	7.0	14.0	

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

S.No.	Chainage(km)	Existing ROW (in M)			Remarks
		Left Side	Right Side	Total ROW	
89	8.800	7.0	7.0	14.0	
90	8.900	7.0	7.0	14.0	
91	9.000	10.5	10.5	21.0	
92	9.100	10.5	10.5	21.0	
93	9.200	10.5	10.5	21.0	
94	9.300	10.5	10.5	21.0	
95	9.400	10.5	10.5	21.0	
96	9.500	10.0	10.0	20.0	
97	9.600	10.0	10.0	20.0	
98	9.700	10.0	10.0	20.0	
99	9.800	10.0	10.0	20.0	
100	9.900	10.0	10.0	20.0	
101	10.000	11.0	11.0	22.0	
102	10.100	11.0	11.0	22.0	
103	10.200	11.0	11.0	22.0	
104	10.300	11.0	11.0	22.0	
105	10.400	11.0	11.0	22.0	
106	10.500	7.0	7.0	14.0	
107	10.600	7.0	7.0	14.0	
108	10.700	7.0	7.0	14.0	
109	10.800	7.0	7.0	14.0	
110	10.900	7.0	7.0	14.0	
111	11.000	6.5	6.5	13.0	
112	11.100	6.5	6.5	13.0	
113	11.200	6.5	6.5	13.0	
114	11.300	6.5	6.5	13.0	
115	11.400	6.5	6.5	13.0	
116	11.500	7.0	7.0	14.0	
117	11.600	7.0	7.0	14.0	
118	11.700	7.0	7.0	14.0	
119	11.800	7.0	7.0	14.0	
120	11.900	7.0	7.0	14.0	
121	12.0000	5.0	5.0	10.0	
Note :- Minimum encumbrances free RoW is 7.5m available all along the road.					

3. Carriageway

The present carriageway of the Project Highway is of Single Lane/Intermediate lane carriageway flexible pavement having carriageway varying from 3.0m to 5.5m.

4. Major Bridges

The Site includes the following Major Bridges:

S. No.	Existing Chainage (km)	Type of Structure			No. of Spans with span length (m)	Width (m)
		Foundation	Sub-Structure	Super-Structure		
NIL						

5. Road over-bridges (ROB)/ Road under-bridges (RUB):

The Site includes the following ROB (road over railway line)/RUB (road under railway line):

S.No	Existing Chainage (km)	Type of Structure		No. of Spans with span length (m)	Width (m)	ROB/ RUB
		Foundation	Super Structure			
NIL						

6. Grade separators

The Site includes the following grade separators:

S. No	Existing Chainage (km)	Type of Structure		No. of Spans with span length (m)	Width (m)
		Foundation	Superstructure		
NIL					

7. Minor Bridges

The Site includes the following minor bridges

S. No.	Existing Chainage (km)	No. of Spans with span length (c/c of exp gap)	Total Width (m)
1	4+477	2 x 4.4	7.4
2	8+465	10.55+10.8+ 11.2+10.8	11.4
3	9+350	2 x 8.9	11.4
4	11+945	2 x 7.9	9.4

8. Railway level crossings

The Site includes the following level crossing:

S. No.	Existing Chainage (km)	Remarks
NIL		

9. Underpasses (Vehicular, Non Vehicular)

The Site includes the following underpasses:

S. No.	Existing Chainage (Km)	Type of Structure	No. of Spans with span length (m)	Width (m)
NIL				

10. Culverts

The Site has the following culverts:

S. No	Existing Chainage (Km)	Type of culvert	Span Arrangement (No. x Length (m))
1	0+100	Slab	1.90
2	0+409	Slab	1.00
3	0+525	Slab	1.80
4	1+051	Slab	2.00
5	1+244	Slab	1.80
6	1+360	H.P	2X1200
7	1+470	Slab	2.00
8	1+662	H.P	2X900
9	2+143	H.P	2X900
10	2+330	H.P	1X900
11	2+412	H.P	2X900
12	2+532	H.P	1X900
13	2+941	Slab	2.00
14	3+152	Slab	2.00
15	3+412	Slab	2.00
16	3+569	Slab	2.00
17	3+925	H.P	1X900

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S. No	Existing Chainage (Km)	Type of culvert	Span Arrangement (No. x Length (m))
18	4+680	Slab	2.00
19	4+845	Slab	2.00
20	4+955	H.P	1X900
21	5+135	Slab	1.70
22	5+338	Slab	2.00
23	5+485	H.P	1X900
24	5+773	Slab	1.00
25	5+955	Slab	2.00
26	6+010	H.P	2X1000
27	6+213	H.P	2X1000
28	6+500	Slab	2.00
29	6+650	Slab	2.00
30	6+825	H.P	1X1000
31	6+935	Slab	2.80
32	7+100	BOX	1.30
33	7+325	Slab	2.00
34	7+800	Slab	0.60
35	7+855	Slab	2.00
36	8+057	Slab	3.00
37	8+130	Slab	1.70
38	8+932	Slab	2.00
39	9+657	Slab	1.00
40	9+850	Slab	1.00
41	10+080	H.P	1X900
42	10+312	Slab	1.00
43	10+475	Slab	2.00
44	10+662	Slab	2.00
45	10+925	Slab	1.000
46	11+056	H.P	1X900
47	11+247	Slab	2.00

S. No	Existing Chainage (Km)	Type of culvert	Span Arrangement (No. x Length (m))
48	11+590	Slab	1.00
49	11+680	Slab	1.00
50	11+797	H.P	1X900
51	11+875	Slab	2.90

11. Bus bays/Bus Shelters

The details of bus shelters on the Site are as follows:

S.No.	Existing Chainage	Side
NIL		

12. Truck Lay byes

The details of truck lay byes are as follows:

S. No.	Existing Chainage (Km)	Length (m)	Left Hand Side	Right Hand Side
NIL				

13. Road side drains

The details of the roadside drains are as follows:

S.No.	Existing Chainage (km)		Side
	From	To	
1	5.600	5.700	Right
2	5.700	5.800	Left
3	5.800	5.900	Left
4	5.900	6.000	Left
5	6.900	7.000	Left
6	7.000	7.100	Left
7	7.100	7.200	Left
8	7.200	7.300	Left
9	7.600	7.700	Both Side
10	7.700	7.800	Both Side
11	7.800	7.900	Left
12	7.900	8.000	Left
13	8.200	8.300	Left

S.No.	Existing Chainage (km)		Side
	From	To	
14	8.300	8.400	Left
15	8.400	8.500	Left
16	8.500	8.600	Left

14. Major junctions

The details of major junctions are as follows:

S.No	Existing Chainage (km)	At Grade	Grade Separated	Category of Cross Road+			
				NH	SH	MDR	Others
NIL							

+ NH= National Highway, SH= State Highway, MDR= Major District Road.

15. Minor junctions

The details of the minor junctions are as follows:

S. No	Existing Chainage (km)	Village Name	Side	Type of Junction
1	0.670	TO VILLAGE	LEFT	T
2	7.030	TO KODIYA GHAT	LEFT	T
3	7.083	TO VILLAGE	LEFT	Y
4	7.216	TO VILLAGE	LEFT	Y
5	7.336	TO BURMANALLAH	LEFT	T
6	7.898	TO VILLAGE	LEFT	Y
7	8.348	TO MAKABARI	LEFT	Y
8	9.235	TO RANGACHANG	LEFT	T
9	9.687	TO PATTHAR KUTTA	LEFT	Y
10	10.324	TO VILLAGE	LEFT	Y
11	11.594	TO VILLAGE	LEFT	Y
12	10.978	TO ROSE VALLEY	LEFT	Y
13	11.309	TO BEODNABAD	LEFT	Y
14	11.723	TO VILLAGE	LEFT	Y
15	11.866	TO VILLAGE	LEFT	T

16. Bypasses

The details of the existing road sections proposed to be bypasses are as follows:

S.	Name of bypass	Existing Chainage (Km)	Length (Km)
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No	(Town)	From	To	
NIL				

17. Other Structures : Following are the details of existing causeways:

S. No	Existing Chainage (km)	Structure Type	Openings / Spans X Length	Width (m)
NIL				

18. Existing Chainages corresponding to Design Chainage

The relationship between the “Existing Chainage” and the “Design Chainage” as per field surveys is given below in Table-

S. No.	Existing Chainage (Km)	Design Chainage (Km)	Remarks
1	1.000	0+917	
2	2.000	1+916	
3	3.000	2+919	
4	4.000	3+918	
5	5.000	4+931	
6	6.000	5+936	
7	7.000	6+941	
8	8.000	7+948	
9	9.000	8+946	No KM Stone
10	10.000	10+001	
11	11.000	10+998	
12	12.0000	11+993	

Annex - II
(Schedule-A)

Dates for providing Right of Way

The dates on which the Authority shall provide Right of Way to the Contractor on different stretches of the Site are stated below:

S. No.	Design Chainage (Km)		Design Length (Km)	Width (In Meter)	Dates of Providing ROW
	From	To			
1	2	3	4	5	6
	Part Right of Way				
	Width of Land as per Clause 2 of Annexure-I of Schedule A				On Appointed Date

Annex-III
(Schedule-A)
Alignment Plans

The existing alignment of the Project Highway shall be modified in the following sections as per the alignment plan indicated below:

The alignment plan of the Project Highway is available on E-Portal and in digital form in CD

Annex - IV

(Schedule-A)

Environment Clearances

Not Applicable for this section.

SCHEDULE - B

(See Clause 2.1)

Development of the Project Highway

1. Development of the Project Highway

Development of the Project Highway shall include design and construction of the Project Highway as described in this Schedule-B and in Schedule-C.

2. Rehabilitation and Upgradation

Rehabilitation and Upgradation shall include Intermediate lane with Hard shoulder of the Project Highway as described in Annex-I of this Schedule-B and in Schedule-C.

3. Specifications and Standards

The Project Highway shall be designed and constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule-D.

Annex - I

(Schedule-B)

Description of Two-Laning

1. WIDENING OF THE EXISTING HIGHWAY

1.1 The Project Highway shall follow the existing alignment unless otherwise specified by the Authority and shown in the alignment plans specified in Annex III of Schedule-A. Geometric deficiencies, if any, in the existing horizontal and vertical profiles shall be corrected as per the prescribed standards for plain/rolling terrain to the extent land is available.

1.2 WIDTH OF CARRIAGEWAY

1.2.1 Intermediate-Lane with hard shoulders in rural section shall be undertaken. The carriageway shall be 5.5m wide in rural section conformation with the typical cross sections drawings in the Manual.

Provided that in the built-up areas the width of the carriageway shall be as specified in the following table:

S.No.	Built up Stretch (Township)	Design Chainage (Km)		Length (km)	Typical Cross Section Proposed
		From	To		
NIL					

1.2.2 Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall conform to paragraph 1.2.1 above

2. GEOMETRIC DESIGN AND GENERAL FEATURES

2.1 General

Geometric design and general features of the Project Highway shall be in accordance with section 2 of the manual.

2.2 Design Speed

The design speed shall be the minimum design speed of 80 km per hour (in accordance with section 2 of the manual) for rolling terrain.

2.3 Improvement of the existing road geometry

In the following sections, where improvement of the existing road geometrics to the prescribed standards is not possible within existing ROW, the existing road geometrics shall be improved to the extent possible within the given right of way and proper road signs and safety measures shall be provided:

Deficient Curves:-

S.No	Design Chainage (km)	Radius (m)
1	0+244	20
2	0+917	40
3	1+001	70
4	1+158	65
5	1+245	70
6	1+530	40
7	1+600	50
8	1+671	25
9	1+730	40
10	1+785	30
11	1+825	30
12	1+876	40
13	1+950	25
14	2+035	22
15	2+175	40
16	2+246	30
17	2+273	30
18	2+338	20
19	2+400	40
20	2+450	40
21	2+484	30
22	2+544	40
23	2+707	30
24	2+758	30
25	2+811	20
26	3+036	45
27	3+271	70
28	3+352	50
29	3+710	55
30	3+861	30
31	3+918	50
32	8+285	70

S.No	Design Chainage (km)	Radius (m)
33	8+350	60
34	8+472	30
35	10+450	40
36	10+918	40
37	11+018	25
38	11+115	50
39	11+200	60
40	11+562	30
41	11+668	45
42	11+875	40
43	11+958	30

Bypasses

S. No	Design Chainage (Km)		Length (Km)	Name of village	Remarks
	From	To			
NIL					

2.4 Right of Way

The Site of the Project Highway comprises the land as described in Annexure-I of Schedule-A.

2.5 Type of Shoulders

Paved shoulder in built up area and Hard shoulder with CTSB (cementations treated sub base) in other areas for impervious quality.

a) In built up section, footpath over drain shall be provided in the following stretches:

S.No.	Built up Stretch (Township)	Design Chainage (Km)		Typical Cross Section Proposed
		From	To	
NIL				

b) Design and specification of paved shoulder and granular material shall confirm to the requirements specified in paragraph 5.9.9 and 5.9.10 of the Manual.

c) In built up area full road width to be paved whereas in other area hard shoulder of 0.5m either side with CTSB is to be done.

2.6 Lateral and vertical clearances at underpasses

2.6.1 Lateral and vertical clearances at underpasses and provision of guardrails/crash barriers shall be as per paragraph 2.11 of the Manual.

2.6.2 Lateral clearance: The width of the opening at the underpasses shall be as follows:

S. No.	Design Chainage (Km)	Span/opening (m)	Remarks
NIL			

2.7 Lateral and vertical clearances at overpasses

2.7.1 Lateral and vertical clearances at overpasses and provision of guardrails/crash barriers shall be as per paragraph 2.12 of the Manual.

2.7.2 Lateral clearance: The width of the opening at the overpasses shall be as follows:

S. No.	Design Chainage (Km)	Span/opening (m)	Remarks
NIL			

2.8 Service roads

Service roads/Slip Roads shall be constructed at the locations and for the lengths indicated below:

S. No	Design Chainage (Km)	RHS/LHS	Length of the Service Road (m)
NIL			

2.9 Grade separated structures

2.9.1 Grade separated structures shall be provided as per paragraph 2.14 of the Manual. The requisite particulars are given below:

S. No.	Design Chainage (Km)	Length (m)	Number and length of spans	Approach gradient	Remarks, if any
NIL					

2.9.2 In the case of grade separated structures, the type of structure and the level of the Project Highway and the cross roads shall be as follows:

S. No.	Design Chainage (Km)	Type of structure Length (m)	Cross road at		
			Existing level	Raised Level	Lowered Level
NIL					

2.10 Cattle and pedestrian under pass / over pass

Cattle and pedestrian underpass shall be constructed as follows:

S. No.	Design Chainage (Km)	Type of Crossing
NIL		

2.11 Typical cross-sections of the Project Highway

Indicative typical cross sections along with different types of cross-sections required to be developed in different segments of the project highway are indicated in Appendix B-I. Cross Section schedule for the project highway is as follows:

S.No	Design Chainage		Length (m)	Widening Proposal	TCS Proposed
	From	To			
1	0+000	1+000	1000	Rehabilitation to IL in Rural section (Plain terrain)	TCS I
2	1+000	3+000	2000	Rehabilitation to IL in Rural section (Rolling & Hilly terrain)	TCS II*
3	3+000	12+000	9000	Rehabilitation to IL in Rural section (Plain terrain)	TCS I

[Typical Cross Sections are appended separately]

- * Retaining wall and Breast wall shown in TCS II drawing is typical. Location of these components should be applied as per site condition.

3. INTERSECTIONS AND GRADE SEPARATORS

All intersections and grade separators shall be as per section 3 of the Manual. Existing intersections which are deficient shall be improved to the prescribed standards.

Properly designed intersections shall be provided at the locations and of the types and features given in the table below:

a) At-grade intersections (Major Junctions)

S. No.	Design Chainage (Km)	Type of Intersection	Other features	Remarks
NIL				

b) At-grade intersections (Minor Junctions)

S.No	Design Chainage (km)	Type of Intersection
1	0.600	T
2	6.970	T
3	7.025	Y
4	7+155	Y

S.No	Design Chainage (km)	Type of Intersection
5	7+272	T
6	7+839	Y
7	8+300	Y
8	9+181	T
9	9+633	Y
10	10.323	Y
11	10+759	Y
12	10+980	Y
13	11+305	Y
14	11+724	Y
15	11+867	T

c) Grade separated intersection without ramps

S. No.	Design Chainage (Km)	Salient features	Minimum length of viaduct to be provided	Road to be carried over/under the structures
NIL				

4. ROAD EMBANKMENT AND CUT SECTION

4.1 Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall conform to the Specifications and Standards given in section 4 of the Manual and the specified cross sectional details. Deficiencies in the plan and profile of the existing road shall be corrected.

4.2 Raising of the existing road

The existing road shall be raised at the required locations as per proposed plan and profile including the following sections:

S. No	Design Chainage (Km)		Length (Km)	Extent of raising (Top of finished road level)
	From	To		
NIL				

5. PAVEMENT DESIGN

5.1 Pavement design shall be carried out in accordance with Section 5 of the Manual.

5.2 Type of pavement

Flexible Pavement will be designed as per Clause 10.4 (Treated RAP) of IRC:37-2012 along with soil stabilisation.

5.3 Design Requirements

Design requirement for the flexible pavement shall be in accordance with section 5 of the IRC:SP-73-2015 and IRC:37-2012. Treated RAP and CT Subbase shall be provided as per the provisions of IRC:37-2012.

5.3.1 Design Period and strategy

Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of **15 years**. Stage construction shall not be permitted.

5.3.2 Design Traffic

Not with standing anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for design traffic as given below.

S. No.	Design Chainage (Km)		Minimum Design MSA for 15 yrs
	From	To	
1	0+000	12+000	10

5.4 Reconstruction of stretches

Reconstruction of stretches for matching the proposed plan & profile shall be taken up as per actual requirements.

S. No	Design Chainage (Km)		Remarks
	From	To	
NIL			

5.5 Maintenance before Construction:-

A Provision of 20 mm of premix carpet with seal coat for 10% of the existing pavement to maintain the trafficability of the road before construction. The contractor shall maintain the road in the best possible manner to provide smooth trafficability. The Premix carpet to be used only on those places which shall be taken up for the construction after a period of minimum 2 months. 6300 Sqm area is being repaired by NHIDCL in the month of Oct/Nov 2018 to maintain the road as pothole free. Therefore this requirement is provisional only and not mandatory for execution. The contractor has to maintain the road in accordance with Clause 10.4.1 of the Draft Contract Agreement as pot hole free road only during construction.

Note: - Method for flexible pavement designing has been extracted from Plate 17 with 3% CBR value and 10 Msa of Fig 10.4 of IRC: 37 – 2012 with BC of 40mm. However the designs are indicative only and the contractor can submit the design as per the requirement.

6. ROADSIDE DRAINAGE

Drainage system including surface and subsurface drains for the Project Highway shall be provided as per Section 6 of the Manual.

Unlined drain has been provided in complete stretch except at locations of breast wall and retaining walls. Minimum length of 20000m to be constructed.

Lined Drain of Random Rubble Masonary has been provided in hilly sections at the locations of Breast wall. Minimum length of 4000m to be constructed.

7. DESIGN OF STRUCTURES

7.1 General

7.1.1 All bridges, culverts and structures shall be designed and constructed in accordance with section 7 of the manual and shall conform to the cross-sectional features and other details specified therein.

7.1.2 Width of the carriageway of new structures of more than 60m length shall be as follows, if the carriageway width is different from 7.5m in the table below.

S.No	Design Chainage (Km)	Width of Carriageway (m) and cross sectional features
NIL		

7.1.3 The following structures shall be provided with footpaths:

S. No.	Design Chainage (Km)	Remarks
NIL		

7.1.4 All bridges shall be high-level bridges. **No**

7.1.5 The following structures shall be designed to carry utility services specified in table below.

S. No.	Design Chainage (Km)	Utility service to be carried	Remarks
NIL			

7.1.6 Cross-section of the new culverts and bridges at deck level for the Project Highway shall conform to the typical cross-sections for the Project Highway.

7.2 Culverts

7.2.1 The Culverts overall width shall be equal to the roadway width of the approaches.

7.2.2 **Reconstruction of existing culverts:**

The existing culverts at the following locations shall be re-constructed as new culverts.

S. No	Design Chainage (Km)	Type of culvert proposed	Span/ Opening with Span length (m)*	Remarks
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S. No	Design Chainage (Km)	Type of culvert proposed	Span/ Opening with Span length (m)*	Remarks
NIL				

*Note- In addition to existing culverts, 3 additional box culverts of size 2m x 2m shall be provided as per site requirements for facilitating drainage on either side of the carriageway or to replace any damaged existing culverts. The location of such culverts shall be decided in consultation with Authority Engineer. Height of opening shall be kept according to adjoining TCS.

7.2.3 Widening of Existing Culverts

All existing culverts, which are not to be reconstructed, shall be widened up to the roadway width of the Project Highway & as per the typical cross section given in the Manual and the existing width portion of culverts shall be repaired as per site requirements.

S. No	Design Chainage (Km)	Structure Type	Openings / Spans x Length	Width of existing culvert (m)	Remark
NIL					

7.2.4 Additional new culverts (given in table below) shall be constructed for width equal to the roadway width of the Project Highway & as per typical cross-section given in the manual:

S. No.	Design Chainage (Km)	Proposed type	No. of Spans X span length (m)
NIL			

7.2.5 Repairs/replacements of railing/parapets, flooring and protection works of the existing culverts shall be undertaken as follows:

S. No.	Design Chainage (Km)	Type of repair required
1	0+014	Cleaning, Shotcreting, Painting, Pointing, Repair of railing/parapets
2	0+324	
3	0+441	
4	0+965	
5	1+158	
6	1+274	
7	1+380	
8	1+575	
9	2+055	
10	2+246	

11	2+325	Cleaning, Shotcreting, Painting, Pointing, Repair of railing/parapets
12	2+445	
13	2+945	
14	3+071	
15	3+333	
16	3+483	
17	3+848	
18	4+596	
19	4+760	
20	4+870	
21	5+065	
22	5+268	
23	5+424	
24	5+701	
25	5+885	
26	5+936	
27	6+147	
28	6+433	
29	6+585	
30	6+758	
31	6+869	
32	7+039	
33	7+263	
34	7+739	
35	7+795	
36	8+003	
37	8+077	
38	8+877	

39	9+602	Cleaning, Shotcreting, Painting, Pointing, Repair of railing/parapets
40	9+795	
41	10+079	
42	10+313	
43	10+475	
44	10+661	
45	10+926	
46	11+055	
47	11+243	
48	11+587	
49	11+681	
50	11+796	
51	11+874	

7.2.6 Floor protection works shall be as specified in the relevant IRC Codes and Specifications

7.2.7 Provision in Schedule H has been kept for repair of all existing culverts other than reconstruction shall be done including cleaning, maintenance, pointing, painting etc in all respect.

7.3 Bridges

7.3.1 Existing bridges to be re-constructed/widened:

(i) The Existing bridges at the following locations shall be reconstructed:

S. No	Bridge Location (Design Chainage, in Km)	Salient Features of Existing Bridge		Features of Proposed Bridge	
		No. of Spans with Span Length (c/c of exp. Gap)	Total Width (m)	Proposed Length (m)	Total proposed Width
NIL					

NOTE: GAD is given in CD

(ii) The following narrow bridges shall be widened:

S.No.	Design Chainage (Km)	Width (m)	Extent* of Widening	Span Arrangement (m)	Type of Structure			Cross Section at Deck Level for widening
					Foundation	Sub-Structure	Super-Structure	

NIL

7.3.2 Additional new bridges

New bridges at the following locations on the project highway shall be constructed. GADs for the new bridges are attached in the drawings folder.

S. No.	Bridge Location (Design Chainage, in Km)	Total Length (m)	Remarks
NIL			

7.3.3 The railings of existing bridges shall be replaced by crash barriers at the following locations:

S. No.	Design Chainage (Km)	Total length (m)	Remarks
NIL			

7.3.4 Repairs/replacements of railing/parapets of the existing bridges shall be undertaken as follows

S. No.	Design Chainage (Km)	Existing span arrangement (m)	Remarks
NIL			

7.3.5 Drainage system for bridge deck

An effective drainage system for bridge decks shall be provided as specified in paragraph 7.21 of the Manual

7.3.6 Structures in marine environment

The Project Alignment does not lie in Marine Alignment.

7.3.7 Provision in Schedule H has been kept for repair of all existing minor bridges other than reconstruction shall be done including cleaning, maintenance, pointing, painting etc in all respect.

7.4 Rail-road bridges

7.4.1 Design, construction and detailing of ROB/RUB shall be as specified in the Manual. The Width of proposed ROB shall be as specified in Schedule D.

7.4.2 Road over-bridges

Road under-bridges (road under railway line) shall be provided at the following level crossings, as per GAD drawings attached:

S. No	Proposed Structure	Existing Chainage	Design Chainage	Name of Crossing	Proposed structural configuration	Proposed Super Structure	Proposed span arrangement (m)	Total Width of Structure
NIL								

7.4.3 Road under-bridges

Road under-bridges (road under railway line) shall be provided at the following level crossings, as per GAD drawings attached:

S. No	Design Chainage (Km)	Number and length of span (m)
NIL		

7.5 Grade separated structures

The grade separated structures shall be provided at the locations and of the type and length specified in paragraphs 2.9 and 3 of this Annex-I.

7.6 Repairs and strengthening of bridges and structures

The existing bridges and structures to be repaired / strengthened, and the nature and extent of repairs /strengthening required are given below:

A. Bridges

S. No.	Design Chainage (Km)	Nature and extent of repairs /strengthening to be carried out
1	4+477	Minor repair works (Cleaning, Shotcreting, Painting, Pointing, Replacement of railing with Crash Barrier, repair of Expansion joints & bearings, replacement of wearing coat, etc.)
2	8+465	
3	9+350	
4	11+945	

B. ROB / RUB

S. No.	Design Chainage (Km)	Nature and extent of repairs /strengthening to be carried out
NIL		

C. Overpasses/Underpasses and other structures

S. No.	Design Chainage (Km)	Nature and extent of repairs /strengthening to be carried out
NIL		

7.7 List of Major Bridges and Structures

The following is the list of the Major Bridges and Structures:

S. No.	Type of Structure	Design Chainage (Km)	Remark
NIL			

Note: - 1. The location and vent size of all the culverts proposed for irrigation purposes shall be decided in consultation with irrigation authority/ independent engineer.

2. Width of culvert shall be reconciled as per cross section at that location

3. Cross road culvert to be provided at the location of Major Junction/ Minor Junctions or utility purposes etc. shall be decided with independent Engineer shall not be treated as change of scope.

8. TRAFFIC CONTROL DEVICES AND ROAD SAFETY WORK.

8.1 Traffic control devices and road safety works shall be provided in accordance with Section 9 of the IRC:SP:73-2015.

8.2 Specifications of the reflective sheeting shall be as per the Manual of Specifications (IRC:SP:73-2015).

9. ROAD SIDE FURNITURE

9.1 Road side furniture shall be provided in accordance with the provisions of Section 11 of the IRC:SP:73-2015.

a) Road boundary stones for the entire project highway.

b) Pedestrian guard rails: At each bus stop location.

c) Delineators: For the entire project highway at the locations as suggested in schedule D.

9.2 Overhead traffic signs: location and size

a) Full width overhead signs: 2 Nos.(minimum)

b) Cantilever overhead signs: Nil

c) Overhead Traffic Signs (locations & Size) shall conform to the Manual of Specifications (IRC:SP:73-2015).

10. COMPULSORY AFFORESTATION

The minimum number of trees 8477 are required to be planted by the contractor as compensatory afforestation shall be as per Forest Conservation Act and as per conditions of revenue authority while giving permission. Any increase or decrease in numbers of trees as specified (as 500) shall not be treated as change of scope.

11. HAZARDOUS LOCATIONS

The road side safety/Crash barriers shall be provided at following locations for minimum length as per the Manual of Specifications (IRC:SP:73-2015). However, the actual length

shall be identified as per requirement of clause 9.4 of IRC:SP:73-2015 in consultation with Authority Engineer. Any increase or decrease in length as specified shall not be treated as change of scope.

S. No.	Design Chainage (km)		Type	Side	Length of Barrier (m)	Remark
	From	To				
Nil						

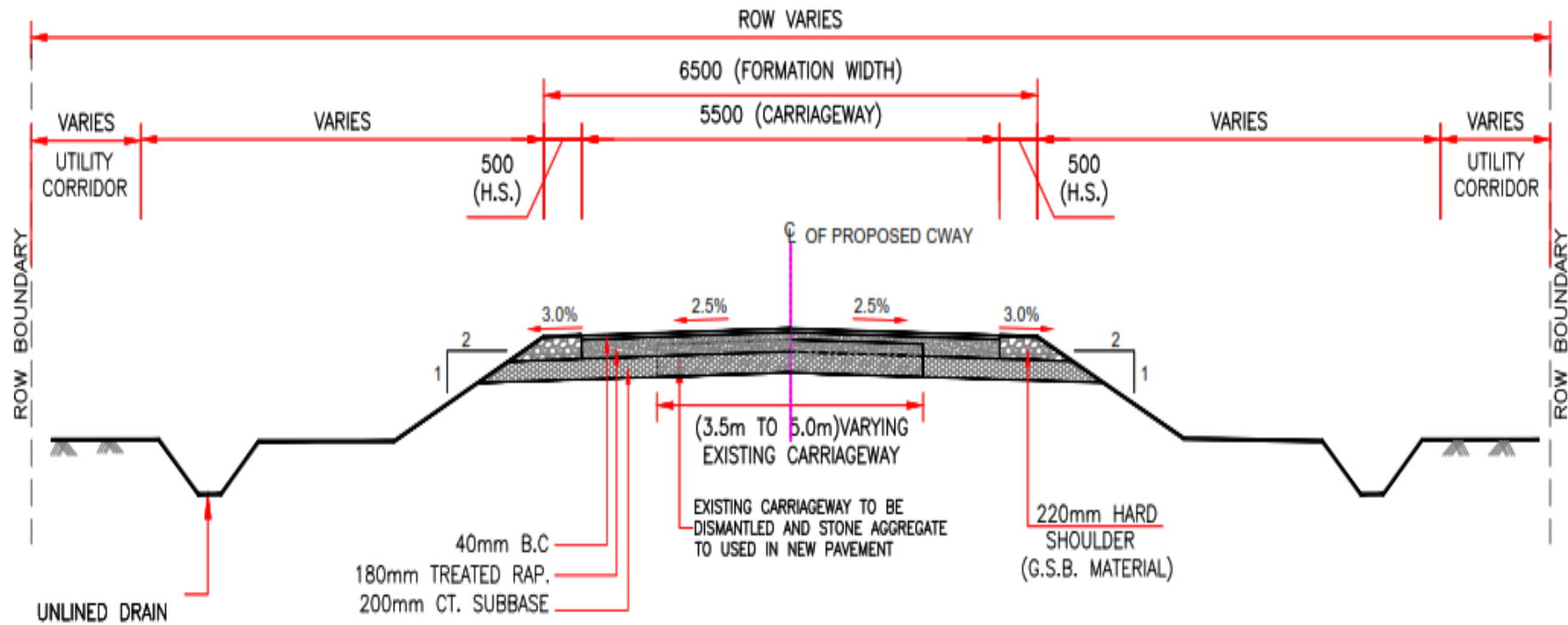
12. SPECIAL REQUIREMENTS FOR HILL ROAD

Not Applicable

13. CHANGE OF SCOPE

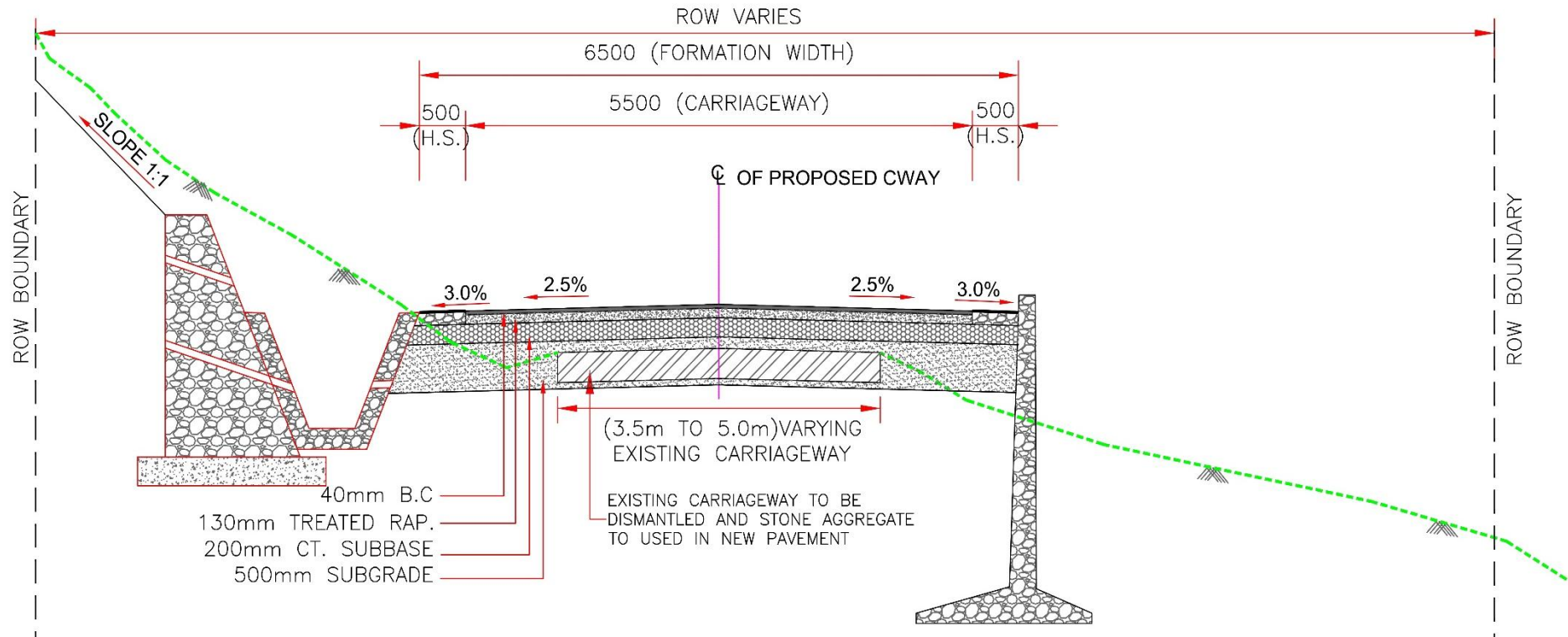
The length of Structures and bridges specified hereinabove shall be treated as an approximate assessment. The Contractor in accordance with the Specifications and Standards shall determine the actual lengths as required on the basis of detailed investigations. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13.

Appendix-B-I



TCS-I

Appendix-B-I



TCS-II

* Retaining wall and Breast wall shown in TCS II drawing is typical. Location of these components should be applied as per site condition.

SCHEDULE - C

(See Clause 2.1)

PROJECT FACILITIES

1. Project Facilities

The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

- a) Roadside furniture;
- b) Pedestrian facilities;
- c) Metal Beam Crash Barrier
- d) Breast Wall & Retaining Wall

Others to be specified

2. Description of Project Facilities

Each of the Project Facilities is described below:

a) Roadside furniture;

The roadside furniture shall include the provision of:

i. Traffic Signs:

Traffic signs include roadside signs, overhead signs and kerb-mounted signs along the entire Project Highway as per the manual of specifications.

ii. Pavement Markings:

Pavement markings shall cover road marking as per the manual of specifications.

iii. LED Traffic Blinkers:

LED Traffic Blinkers for the entire project highway at the locations as suggested in Manual.

iv. Crash barrier

As per clause 9.4 of IRC:SP-73 and as per details given in schedule-B

v. Delineators

Delineators for the entire Project Highway at the locations as suggested in Manual.

vi. Hectometre / Kilometre stones:

Hectometre/ Kilometre Stones for the entire Project Highway at the locations as suggested in Manual.

b) Pedestrian facilities;

The pedestrian facilities shall be provided as per the Manual.

c) Metal Beam Crash Barrier

Metal beam has been provided at curve locations where radius is less than or equal to 50m. At every location it has been provided in the length of 150m on both sides.

d) Retaining Wall

Repair of existing retaining wall is to be done by the contractor. Repair works includes pointing, finishing, painting etc.

SCHEDULE – D

(See Clause 2.1)

SPECIFICATIONS AND STANDARDS

1. Construction

The Contractor shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Project Highway.

2. Design Standards

The Project Highway including Project Facilities shall conform to design requirements set out in the following documents:

Manual of Specifications and Standards for Two-Laning of Highways (IRC:SP:73-2015), referred to herein as the Manual.

Annex - I

(Schedule-D)

Specifications and Standards for Construction

1. Specification and Standards

All Materials, works and construction operations shall conform to the Manual of Specifications and Standards for Two-Lanning of Highways (IRC:SP:73-2015), referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Engineer in charge.

2. Deviations from the Specifications and Standards

- 2.1. The terms “Concessionaire”, “Independent Engineer” and “Concession Agreement” used in the Manual shall be deemed to be substituted by the terms “Contractor”, “Authority’s Engineer” and “Agreement” respectively.
- 2.2. Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:
- In case of usage of soil stabilization technology, soil stabilizer shall be accredited by IRC as per IRC-28-1967.
 - Carriageway shall be 5.5m with 1.5m hard shoulder in rural section wherever ROW is available. IRC:SP:73-2015 shall be followed to the extent as required for execution of work in consonance with plan & profile and TCS.

S. No.	Clause Referred in Manual	Item	Provisions as per Manual	Modified Provision
1	2.2.1	Design Speed	80 kmph (min. speed for plain/rolling terrain)	Design speed has not been as per Manual to restrict the construction within the available ROW

SCHEDULE – E

(See Clause 2.1 and 14.2)

MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

- 1.1. The Contractor shall, at all-time maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- 1.2. The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- 1.3. All Materials, works and construction operations shall conform to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FIFTH REVISION, April 2013)", including latest corrections slips, issued by the Ministry of Surface Transport & Highways, Government of India and published by the Indian Roads Congress.

This being not an item rate contract, the procedure for Measurement and Payment for the items of works shall be in accordance with provision of Article 19 of the Agreement. Therefore the Sub Clauses of measurement for payment and rates in above specifications stand deleted.

Where the specifications for a work are not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

2. Repair/rectification of Defects and deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in Annex-I of this Schedule-E within the time limit set forth therein.

3. Other Defects and deficiencies

In respect of any Defect or deficiency not specified in Annex-I of this Schedule-E, the Authority's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Authority's Engineer.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-E, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority's Engineer and conveyed to the Contractor and the Authority with reasons thereof;

5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-E, if any Defect, deficiency or deterioration in the Project Highway poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Daily inspection by the Contractor

The Contractor shall, through its engineer, undertake a daily visual inspection of the Project Highway and maintain a record thereof in a register to be kept in such form and manner as the Authority's Engineer may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Authority and the Authority's Engineer at any time during office hours.

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP:35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Authority's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the Authority's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Authority's Engineer.

8. Repairs on account of natural calamities

All damages occurring to the Project Highway on account of torrential rains, floods, earthquake or other natural disasters shall be undertaken by the Contractor at its own cost and/or out of the proceeds of insurance.

Annex – I
(Schedule-E)

Repair/rectification of Defects and deficiencies

The Contractor shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-E within the time limit set forth in the table below.

Nature of Defect or deficiency		Time limit for repair/ rectification
ROADS		
(a)	Carriageway and paved shoulders	
(i)	Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 (fifteen) days
(ii)	Any significant change in roughness value from original value [more than 5%] in a stretch of 1 km (as measured by a Calibrated bump integrator)	120 (one hundred and twenty) days
(iii)	Pot holes	24 hours
(iv)	Any cracks in road surface	15 (fifteen) days
(v)	Any depressions, rutting exceeding 10 mm in road surface	30 (Thirty) days
(vi)	Skidding	7 (seven) days
(vii)	Any other defect/distress on the road	15 (fifteen) days
(viii)	Damage to pavement edges	15 (fifteen) days
(ix)	Removal of debris, dead animals	6 hours
(x)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(b)	Granular earth shoulders, side slopes, drains and culverts	
(i)	Edge drop at shoulders exceeding 40 mm	7 (Seven) days

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

(ii)	Variation by more than 1% in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (Seven) days
(v)	Damage to or silting of culverts and side drains	7 (Seven) days
(vi)	Desilting of drains in urban/semi-urban areas	24 hours
(vii)	Railing, parapets, crash barriers	7 (Seven) days (Restore immediately if causing safety hazard)
(viii)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(c)	Road side furniture including road sign and pavement marking	
(i)	Damage to shape or position, poor visibility or loss of retro-reflectivity	48 hours
(ii)	Painting of KM stone, railing, parapets, crash barriers	As and when required/Once every year
(iii)	Damaged/missing road signs required replacement	7 (Seven) days
(iv)	Damage to road mark ups	7 (Seven) days
(v)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(d)	Road lighting	
(i)	Any major failure of the system	24 hours
(ii)	Faults and minor failures	8 hours
(iii)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(e)	Trees and plantation	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility	24 hours

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

	of road signs	
(ii)	Removal of fallen trees from carriageway	4 hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (Thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
(vi)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(f)	Other Project Facilities, Rest Area and Approach roads	
(i)	Damage in pedestrian facilities, truck lay-buys, bus-bays, bus-shelters, cattle, crossings, [Traffic Aid Posts, Medical Aid Posts] and service roads	15 (fifteen) days
(ii)	Cleaning of toilets	Every 4 hours
(iii)	Defects in electrical, water and sanitary installations	24 hours
(iv)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(v)	Rescue operations and attendance at accidents	Round the clock patrolling Inform police and other agencies immediately Removal of vehicles or debris. Assistance for first-aid and transport of accident victim to hospital Arrangement for safe movement of traffic
(vi)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days
(vii)	Damaged vehicles or debris on the road	4 (Four) hours
(viii)	Malfunctioning of the mobile cranes	4 (four) hours
Bridges		

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

(a)	Superstructure	
(i)	Any damage, cracks, spalling/scaling Temporary measures Permanent measures	Within 48 hours Within 15 (fifteen) days or as specified by the Authority's Engineer
(b)	Bearings (metallic) of bridges	
(i)	Deformation	15 (fifteen) days Greasing of metallic bearings once in a year
(c)	Joints	
(i)	malfunctioning of joints	15 (fifteen) days
(ii)	Any other defects/deficiency not covered above (a) , (b) &(c) but pointed out by Engineer	3 (Three) days
(d)	Foundations	
(i)	Scouring and/or cavitation	15 (fifteen) days
(e)	Piers, abutments, return walls and wing walls	
(i)	Cracks and damages including settlement and tilting, Spalling, scaling	30 (thirty) days
(ii)	Any other defects/deficiency not covered above (d) & (e) but pointed out by Engineer	3 (Three) days
(f)	Other items	
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

		danger of safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach Slabs, pitching, apron, toes, floor or guide bunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(viii)	Any other defects/deficiency not covered above but pointed out by Engineer	3 (Three) days

The failure to address above measures for any of the defects/deficiency may attract reduction in payment as per schedule M

Schedule-F

(See Clause 3.1.5(a))

APPLICABLE PERMITS

1. Applicable Permits

The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits:

- (a) Permission of the State Government for extraction of boulders from quarry;
- (b) Permission of Village Panchayat and Pollution Control Board for installation of crushers;
- (c) License for use of explosives;
- (d) Permission of the State Government for drawing water from river/reservoir;
- (e) License from inspector of factories or other competent Authority for setting up batching plant;
- (f) Clearance of Pollution Control Board for setting up batching plant;
- (g) Clearance of Village Panchayats and Pollution Control Board for setting up asphalt plant;
- (h) Permission of Village Panchayats and State Government for borrow earth; and
- (i) Any other permits, clearances or approvals required under Applicable Laws.

1.2 Applicable permits, as required, relating to environmental protection and conservation shall have been produced by the Authority in accordance with the provisions of this Agreement

Schedule-G

(See Clause 7.1.1, 7.5.3 and 19.2)

FORM OF BANK GUARANTEE

Annex-I

(See Clause 7.1.1)

PERFORMANCE SECURITY

**The Managing Director,
NHIDCL,
3rd Floor, PTI Building, Sansad Marg,
New Delhi**

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called “the Contractor”) and [NHIDCL], (“**the Authority**”) have entered into an agreement (the “**Agreement**”) for “Rehabilitation and up-gradation of section from Km 0.000 to 12.000 (After Chidiyatapu to Beodnabad) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract”, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. Crore (Rupees Crore) (the “Guarantee Amount”).
- (C) We, through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upto 90 (ninety) days after the end of the Defects Liability Period as set forth in Clauses 17.1 of EPC agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
[[[
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
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Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Annex-II

(Schedule-G)

(See Clause 7.5.3)

Form for Guarantee for Withdrawal of Retention Money

**The Managing Director,
NHIDCL,
3rd Floor, PTI Building, Sansad Marg,
New Delhi**

WHEREAS:

[Name and address of contractor] (hereinafter called “**the Contractor**”) has executed an agreement (hereinafter called the “Agreement”) with the [NHIDCL], (hereinafter called “the Authority”) for the “Rehabilitation and up-gradation of section from Km 0.00 to 12.000 (After Chidiyatapu to Beodnabad) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract”, subject to and in accordance with the provisions of the Agreement.

- a. in accordance with the Clause 7.5.3 of the Agreement, whenever the amount of the retention money (hereinafter called “Retention Money”) held by the Authority exceeds 1% (one per cent) of the Contract Price, the Contractor may, at its option, withdraw the Retention Money after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.

- b. We, through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) for the amount of Rs. (..... in words) (the “**Guarantee Amount**”).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the Defects Liability Period specified in Clauses 17.1 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Annex-III

(Schedule-G)

(See Clause 19.2)

Form for Guarantee for Advance Payment

**The Managing Director,
NHIDCL,
3rd Floor, PTI Building, Sansad Marg,
New Delhi**

WHEREAS:

- (A) [name and address of contractor] (hereinafter called “**the Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [NHIDCL], (hereinafter called “**the Authority**”) for the “**Rehabilitation and up-gradation of section from Km 0.00 to 12.000 (After Chidiyatapu to Beodnabad) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract**”, subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause 19.2 of the Agreement the Authority shall make to the Contractor advance payment (hereinafter called “**Advance Payment**”) equal to 10% (ten per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the amount of each installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second) installment of the Advance Payment is Rs. **** cr. (Rupees ***** crore) (the “**Guarantee Amount**”).
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 19.2 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. Notwithstanding anything contained herein before, our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ in words) and the bank guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this Bank Guarantee shall cease.
13. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
14. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's

Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Schedule-H

(See Clauses 10.1.4 and 19.3)

Contract Price Weightages

- 1.1 The Contract Price for this Agreement is **Rs. Crore.**
 1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
Road works including culverts, widening and repair of culverts	85.91%	B.1- Reconstruction/ New 4-lane realignment/bypass (Flexible pavement)	
		(1) Site Clearance & Dismantling	4.20%
		(2) Sub-Base Course (Cement Treated)	28.04%
		(3) Hard Shoulder with CT Subbase	3.49%
		(4) Bituminous Base Course	44.82%
		(5) Wearing Coat	15.40%
		D-Re-Construction and New culverts on existing road, realignments, bypasses:	
		Culverts (Repair)	1.35%
		Culverts (Additional 3 Nos.)	2.70%
Minor Bridges/ Underpasses/ Overpasses	0.36%	A.1- Widening and Repair of Minor bridges (length >6 m and < 60 m)	
		Minor bridges	100%
		A.2- New Minor bridges (length >6 m and < 60 m)	
		(1) Foundation + Sub- Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/ pier cap.	0%

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands Total Length 12.00 km on EPC Mode Package-V

		(2) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion in all respect.	0%
		(3) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0%
Major Bridge works	0.00%	A.1- Widening and Repair of Major bridges	
		Major Bridges	0.00%
		A.2 -New major bridges & Viaduct	
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure (including bearings)	0.00%
		(4) Wearing Coat including expansion joints	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.00%
		(6) Wing walls/ return walls	0.00%
		(7) Guide Bunds, River Training works etc.	0.00%
		(8) Approaches (including Retaining walls, stone pitching and protection works)	0.00%
Other works	13.72%	(i) Road side drains	28.37%
		(ii) Road signs, markings, km stones, safety devices,....	17.97%
		(iii) Junctions	0.00%
		(iv) Protection Works	
		(a) Retaining Wall (repair)	1.58%
		(b) MCB	49.08%
		(v) Project facilities	
		(a) Bus Bays	0.00%
		(b) Passing Places	0.00%
		(c) Truck lay-byes	0.00%
		(d) Rest areas	0.00%
		(e) others	0.00%

	(vi) Repair of Protection Works other than approaches to the bridges, elevated sections/ flyover/ grade separators and ROBs/ RUBs	0.00%
	(vii) Safety and traffic management during construction	0.00%
	viii) Maintenance of existing road (with Premix Carpet)	3.00%

- The above list is illustrative and may require modification as per the scope of the work.

1.3 Procedure of estimating the value of work done.

1.3.1 Road works.

Procedure for estimating the value of road work done shall be as follows:

Table 1.3.1

Stage for Payment	Percentage weightage	Payment Procedure
B.1- Reconstruction/ New 4-lane realignment/bypass (Flexible pavement)		
(1) Site Clearance & Dismantling	4.20%	Unit of measurement is linear length for intermediate lane. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5 (five) km length, whichever is less.
(2) Treated Sub-Base Course	28.04%	
(3) Treated RAP	3.49%	
(4) Bituminous Base Course	44.82%	
(5) Wearing Coat	15.40%	
D-Re-construction and New culverts on existing road, realignments, bypasses:		
Culverts (Repair)	1.35%	Cost of each culvert shall be determined on pro- rata basis with respect to the total number of culverts. Payment shall be made on the completion of at least five culverts.

Culverts (Additional 3 Nos.)	2.70%	
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@ For example, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

$$\text{Cost per km} = P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$$

Where P = Contract Price

L = Total length in km

Similarly, the rates per km for stages shall be worked out accordingly.

Note: The length affected due to law and order problems or litigation during execution due to which the Contractor is unable to execute the work, may be deducted from the total project length for payment purposes. The total length calculated here is only for payment purposes and will not affect and referred in other clauses of the Contract Agreement.

1.3.2 Minor Bridge and Underpasses/ Overpasses

Procedure for estimating the value of Minor Bridge and Underpasses/ Overpasses shall be as stated in table 1.3.2:

Table 1.3.2

Stage of Payment	Weightage	Payment Procedure
1	2	3
A.1- Widening and Repair of Minor bridges (length >6 m and < 60 m)	100%	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of widening & repair works of a minor bridge.
A.2- <u>New minor bridges</u>		
(1) Foundation + Sub- Structure: On completion of the foundation work including foundations for wing	0%	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges. Payment

and return walls, abutments, piers upto the abutment/ pier cap.		against foundation + sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation + sub-structure of each bridge subject to completion of at least two foundations along with sub-structure upto abutment/pier cap level of each bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion in all respect.	0%	Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure of at least one span in all respects as specified in the column of “Stage of Payment” in this sub-clause.
(3) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0%	Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches in all respect as specified in the column of “Stage of Payment” in this sub-clause.

1.3.3 Major Bridge works & Viaducts

Procedure for estimating the value of Major Bridge works & Viaducts shall be as stated in table 1.3.3:

Table 1.3.3

Stage for Payment	Percentage weightage	Payment Procedure
A.1- Widening and Repair of Major bridges	0.00%	Cost of each major bridge shall be determined on pro rata basis with respect to the total linear length of the major bridges. Payment shall be made on the completion of widening & repair

		works of a minor bridge.
A.2-<u>New major bridges & Viaduct</u>		
(1) Foundation	0.000%	Cost of each major bridge/ Viaduct shall be determined on pro rata basis with respect to the total linear length (m) of the Major bridge/ Viaduct. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the Major bridge/ Viaduct subject to completion of at least two foundations of the Major bridge/ Viaduct. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2) Sub-structure	0.000%	Payment against sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the Major bridge/ Viaduct subject to completion of at least two sub-structures of abutments/piers upto abutment/pier cap level of the Major bridge/ Viaduct.
(3) Super-structure (including bearings)	0.000%	Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure including bearings of at least one span in all respects as specified.
(4) Wearing Coat including expansion joints	0.000%	Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/ return walls	0.000%	Payment shall be made on completion of all wing walls/return walls complete in all

		respects as specified.
(7) Guide Bunds, River Training works etc.	0.000%	Payment shall be made on completion of all Guide Bunds/River Training works etc. complete in all respects as specified.
(8) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respect as specified.

1.3.4 Other works.

Procedure for estimating the value of other works done shall be as stated in table 1.3.4:

Table 1.3.4

Stage for Payment		Percentage weightage	Payment Procedure
(i) Road side drains		28.37%	Unit of measurement is linear length in km. Payment shall be made on pro-rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(ii) Road signs, markings, km stones, safety devices,....		17.97%	
(iii) Junctions		0.00%	Payment shall be made on pro rata basis for completed facilities.
(iv) Protection Works			Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(a) Retaining Wall (repair)		1.58%	
(b) MCB		49.08%	
(v) Project facilities	(i) Bus byes	0.00%	Payment shall be made on pro-rata basis for completed facilities.
	(ii) Passing Places	0.00%	
	(ii) Truck lay bye	0.00%	
	(iii) Rest areas	0.00%	
	(iv) others	0.00%	
(vi) Repair of Protection Works other than approaches to the bridges, elevated sections/ flyover/ grade separators and ROBs/ RUBs		0.00%	Unit of measurement is linear length. Payment shall be made on pro-rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.

(v) Safety and traffic management during construction	0.000%	Payment shall be made on pro rata basis every six months.
(vii) Maintenance of existing road (with Premix Carpet)	3.00%	

2. Procedure for payment for Maintenance

2.1 The cost for maintenance shall be as stated in Clause 14.1.1.

2.2 Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7.

SCHEDULE-I

(See Clause 10.2)

DRAWINGS

1. Drawings

In compliance of the obligations set forth in Clause 10.2 of this Agreement, the Contractor shall furnish to the Authority's Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-I.

2. Additional Drawings

If the Authority's Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Contractor to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Contractor shall promptly prepare and furnish such drawings to the Authority's Engineer, as if such drawings formed part of Annex-I of this Schedule-I.

Annex-I

(Schedule-I)

List of Drawings

Alignment Plan and longitudinal Section are enclosed in digital form in CD marked as Annex-I

[Note: The Authority shall describe in this Annex-I, all the Drawings that the Contractor is required to furnish under Clause 10.2.]

- Horizontal and Vertical Alignment (with plan & profile) with details of reference pillars. Horizontal Intersection Point, Vertical Intersection Points, elements of curves, and sight distances.
- Cross-section at 50m interval along the alignment within ROW.
- Typical Cross-section with details of pavement structures.
- Detailed drawings of individual Bridges/Structures/ROB.
- Detailed drawing for individual culverts.
- Detailed layout drawings for intersections and interchanges.
- Drawings for Road sign, Markings.
- Traffic Management drawings for safety in construction zones.
- Detailed drawings of guide bunds and protection works and retaining structures.
- Detailed drawings of Drainage including Masonry drains and other drains.

SCHEDULE-J

(See Clause 10.3.2)

PROJECT COMPLETION SCHEDULE

1. Project Completion Schedule

During Construction period, the Contractor shall comply with the requirements set forth in this Schedule J for each of the Project Milestones and the **Scheduled Completion Date**. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.

2. Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the 120th (One Twenty) day from the Appointed Date (the “**Project Milestone-I**”).

2.2 Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than 10% (ten per cent) of the Contract Price.

3. Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the 330th (Three hundred and thirty) day from the Appointment Date (the “**Project Milestone-II**”).

Prior to the occurrence of Project Milestone-II, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than 35% (thirty five per cent) of the Contract Price.

4. Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the 540th (five hundred and Fourty) day from the Appointed Date (the “**Project Milestone-III**”).

- 4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared payment Statements for an amount not less than 60% (sixty per cent) of the Contract Price.

5 Schedule Completion Date

- 5.1 The Schedule Completion Date shall occur on the 730th (seven hundred and thirtieth) day from the Appointed Date.
- 5.2 On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

6 Extension of time

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

SCHEDULE-K

(See Clause 12.1.2)

Tests on Completion

1. Schedule for Tests

- 1.1 The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and the Authority of its intent to subject the Project Highway to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.
- 1.2 The Contractor shall notify the Authority's Engineer of its readiness to subject the Project Highway to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule K.

2 Tests

- 2.1 Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include: all the tests specified in IRC code, manual and MORTH specifications for the road and Bridge works, 5th revision, 2013.
- 2.2 Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometer.
- 2.3 Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) meters or more shall also be subjected to load testing.
- 2.4 Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

- 2.5 Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 2.6 Safety Audit: The Authority's Engineer shall carry out or cause to be carried out, a safety audit to determine conformity of the Project Highway with the safety requirements and Good Industry Practice.

3 Agency for conducting Tests

All Tests set forth in this Schedule-K shall be conducted by the Authority's Engineer or such other agency or person as it may specify in consultation with the Authority.

4. Completion Certificate

Upon successful completion of Tests, the Authority's Engineer shall issue the Completion Certificate in accordance with the provisions of Article 12.

SCHEDULE-L

(See Clause 12.2 and 12.4)

PROVISIONAL CERTIFICATE

1. I, (Name of the Authority’s Engineer), acting as Authority’s Engineer, under and in accordance with the Agreement dated (the “**Agreement**”), for construction of the “Rehabilitation and up-gradation of section from Km 0.00 to 12.000 (After Chidiyatapu to Beodnabad) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract through (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
2. Construction Works that are incomplete on account of Time Extension have been specified in the Punch List appended hereto, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the users of the Project Highway or other their safety. The contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works within 30 (thirty) days hereof. These minor works have also been specified in the aforesaid punch list.
3. In view of the foregoing, I am satisfied that that Project Highway can be safety and reliably placed in service of the users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into operation on this theday of20

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
CONTRACTOR
by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of
by Authority’s Engineer

(Signature)

COMPLETION CERTIFICATE

1. I, (Name of the Authority's Engineer), acting as Authority's Engineer, under and in accordance with the Agreement dated (the "**Agreement**"), for construction of the "Rehabilitation and up-gradation of section from Km 0.00 to 12.000 (After Chidiyatapu to Beodnabad) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Basis Contract through (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safety and reliably placed in service of the Users thereof..
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the Project Highway is hereby declared fit for entry into operation on this theday of20

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority's Engineer by:

(Signature)

(Name)

(Designation)

(Address)

SCHEDULE-M

(See Clauses 14.6., 15.2 and 19.7)

PAYMENT REDUCTION FOR NON-COMPLIANCE

1. Payment reduction for non-compliance with the Maintenance Requirements

1.1 Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Schedule-E.

1.2 Any deduction made on account of non-compliance with the maintenance Requirements shall not be paid even after compliance subsequently. The deduction shall continue to be made every month until compliance is done.

1.3 The Authority's Engineer shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

2. Percentage reductions in lump sum payments

2.1 The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(a)	Carriageway/Pavement	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	Road, Embankment, Cuttings, Shoulders	
(i)	Edge drop, inadequate crossfall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	Bridges and Culverts	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%

(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
(d)	Roadside Drains	
(i)	Cleaning and repair of drains	5%
(e)	Road Furniture	
(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5th km stones	5%
(f)	Miscellaneous Items	
(i)	Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(g)	Defects in Other Project Facilities	5%

2.2 The amount to be deducted from monthly lump-sum payment for non-compliance of particular item shall be calculated as under:

$$R = P/100 * M * L1/L$$

Where. P= Percentage of particular item//Defect/deficiency for deduction

M = Monthly lump-sum payment in accordance with the Bid

L1 = Non-complying length

L = Total length of the road,

R = Reduction (the amount to be deducted for noncompliance for a particular item/Defect/deficiency

The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or noncompliance.

For any Defect in a part of one kilometer, the non-conforming length shall be taken as one kilometer.

SCHEDULE-N

(See Clause 18.1.1)

SELECTION OF AUTHORITY'S ENGINEER

1 Selection of Authority's Engineer

- 1.1 The provisions of the Model Request for Proposal for Selection of Technical Consultants, issued by the Ministry of Finance in May 2009, or any substitute thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Authority's Engineer.
- 1.2 In the event of termination of the Technical Consultants appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of Technical Consultants forthwith and may engage a government-owned entity in accordance with the provisions of Paragraph 3 of this Schedule-N.

2 Terms of Reference

The Terms of Reference for the Authority's Engineer (the "TOR") shall substantially conform with Annex 1 to this Schedule N.

3 Appointment of Government entity as Authority's Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Authority's Engineer; provided that such entity shall be a body corporate having as one of its primary functions the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government-owned entity which is owned or controlled by the Authority shall not be eligible for appointment as Authority's Engineer.

Annex – I

(Schedule - N)

TERMS OF REFERENCE FOR AUTHORITY’S ENGINEER

1. Scope

1.1 These Terms of Reference (the “**TOR**”) for the Authority’s Engineer are being specified pursuant to the EPC Agreement dated (the “**Agreement**”), which has been entered into between the Ministry of Road Transport and Highways (the “**Authority**”) and (the “**Contractor**”) for “Rehabilitation and up-gradation of section from Km 0.00 to 12.000 (After Chidiyatapu to Beodnabad) of NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands through Engineering, Procurement & Construction (EPC) Contract, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 The TOR shall apply to construction and maintenance of the Project Highway.

2. Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3. General

- 3.1 The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 3.2 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:
- (a) Any Time extension;
 - (b) Any additional cost to be paid by the Authority to the Contractor;
 - (c) The Termination Payment; or
 - (d) Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. fifty lakh).
- 3.2 The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.
- 3.4 The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2.
- 3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.
- 3.6 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4 Construction Period

- 4.1 During the Construction Period, the Authority's Engineer shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6. The Authority's Engineer shall complete such review and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- 4.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.
- 4.4 The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- 4.5 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.
- 4.6 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.

- 4.7 The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- 4.8 The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- 4.9 For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.9, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 4.10 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 4.11 The timing of tests referred to in Paragraph 4.9, and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.

- 4.12 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- 4.13 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.
- 4.14 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- 4.15 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4.
- 4.16 Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- 4.17 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three)

days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

- 4.18 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

5. Maintenance Period

- 5.1 The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.
- 5.2 The Authority's Engineer shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.
- 5.3 The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.
- 5.4 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule- E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 5.5 The Authority's Engineer shall examine the request of the Contractor for closure of any lane(s) of the Project Highway for undertaking maintenance/repair thereof, and

shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5.

6 Determination of costs and time

- 6.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 6.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- 6.3 The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5.

7. Payments

- 7.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2.4 (d).
- 7.2 Authority's Engineer shall -
- (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
 - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.

7.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

7.4 The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

8. Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

9 Miscellaneous

9.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.

9.2 The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

9.3 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.

9.4 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

9.5 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

SCHEDULE - O

(See Clauses 19.4.1, 19.6.1, and 19.8.1)

Forms of Payment Statements

1. Stage Payment Statement for Works

The Stage Payment Statement for Works shall state:

- (a) The estimated amount for the Works executed in accordance with Clause 19.3.1 subsequent to the last claim;
- (b) Amounts reflecting adjustments in price for the aforesaid claim;
- (c) The estimated amount of each Change of Scope Order executed subsequent to the last claim;
- (d) Amounts reflecting adjustment in price, if any, for (c) above in accordance with the provisions of Clause 13.2.3 (a);
- (e) Total of (a), (b), (c) and (d) above;
- (f) Deductions:
 - (i) Any amount to be deducted in accordance with the provisions of the Agreement except taxes;
 - (ii) Any amount towards deduction of taxes; and
 - (iii) Total of (i) and (ii) above.
- (g) Net claim: (e) – (f) (iii);
- (h) The amounts received by the Contractor upto the last claim:
 - (i) For the Works executed (excluding Change of Scope orders);
 - (ii) For Change of Scope Orders, and
 - (iii) Taxes deducted

2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

- (a) the monthly payment admissible in accordance with the provisions of the agreement;
- (b) the deductions for maintenance work not done;

- (c) net payment for maintenance due, (a) minus (b);
- (d) amounts reflecting adjustments in price under Clause 19.12; and
- (e) amount towards deduction of taxes

3. Contractor's claim for Damages

Note: The Contractor shall submit its claims in a form acceptable to the Authority.

SCHEDULE-P

(See Clause 20.1)

INSURANCE

1. Insurance during Construction Period

1.1. The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the last Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:

- (a) insurance of Works, Plant and Materials and an additional sum of [15 (fifteen)] per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and
- (b) Insurance for the Contractor's equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

1.2 The insurance under paragraph 1.1 (a) and (b) above shall cover the authority and the Contractor against all loss or damage from whatsoever cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

2. Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and arises from a cause occurring prior to the issue of Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

3. Insurance against injury to persons and damage to property

3.1. The Contractor shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Paragraph 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this agreement and occurring before the issue of the Performance Certificate. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences.

The insurance cover shall be as per the applicable laws of government and procedure in vogue.

3.2 The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:

- (a) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and
- (b) Damage which is and unavoidable result of the Contractor's obligations to execute the Works.

4. Insurance to be in joint names

The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.